

Remarks

Claims 1-32 stand rejected and remain pending in the application. No claims are amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 1-32.

Amendments to the Specification

Amendments to the paragraphs beginning at page 8, line 19, and page 13, line 3 of the specification are presented herein to correct minor grammatical and typographical errors.

Claim Rejection Under 35 U.S.C. §§ 102 and 103

Claims 1-4, 9-11, 13, 17-20, 25-27 and 29 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,898,376 to Gerstel et al. (hereinafter “Gerstel”). (Page 2 of the Office action.) Claims 5, 14, 21 and 30 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gerstel in view of U.S. Patent Application Publication No. 2003/0012129 to Lee et al. (hereinafter “Lee”). (Page 7 of the Office action.) In addition, claims 6-8 and 22-24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gerstel in view of U.S. Patent No. 6,272,107 to Rochberger et al. (Page 9 of the Office action.) Claims 12 and 28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gerstel in view of U.S. Patent Application Publication No. 2002/0172148 to Kim et al. (Page 12 of the Office action.) Further, claims 15 and 31 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gerstel in view of U.S. Patent Application Publication No. 2003/0215231 to Weston-Dawkes et al. (hereinafter “Weston-Dawkes”). (Page 13 of the Office action.) Finally, claims 16 and 32 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gerstel in view of Weston-Dawkes and Lee. (Page 14 of the Office action.) The Assignee respectfully traverses the rejections in view of the following discussion.

Independent claim 1, directed to a communication system, is reproduced below for convenience, with emphasis supplied:

1. A communication system to transfer user communications for a user, the communication system comprising:
an optical network configured to transfer first user communications over a first

optical wavelength and over a second optical wavelength;

a first Point-of-Presence (POP) configured to receive the first user communications from a first user system, *transfer the first user communications to the optical network over the first optical wavelength, and responsive to a problem with the transfer of the first user communications over the first optical wavelength, to transfer the first user communications to the optical network over the second optical wavelength instead of the first optical wavelength*; and

a second POP configured to receive the first user communications from the optical network over the first optical wavelength and transfer the first user communications to a second user system, and *responsive to the problem with the transfer of the first user communications over the first optical wavelength, to receive the first user communications from the optical network over the second optical wavelength instead of the first optical wavelength* and transfer the first user communications to the second user system.

Independent method claim 17 for operating a communication system incorporates similar provisions.

Generally, Gerstel discloses in reference to Fig. 2 “a WDM [wavelength division multiplexed] optical communication system 50 for protecting against light path failure on a per-channel basis when transmitting optical signals from a source optical node 51 to a sink optical node 52 via an optical network 76.” (Column 2, lines 47-51.) More specifically, source client equipment 53 “outputs an optical signal *at a given wavelength* to an optical splitter 54 which splits the input optical signal into first and second optical signals *of the given wavelength* which are input to Optical Line Terminals (OLTs) 56 and 58, respectively.” (Fig. 2A; and column 2, line 66, to column 3, line 3; emphasis supplied.) In other words, a single communication is split into the first and second optical signals by way of a passive optical splitter, with each optical signal possessing the original given frequency of the output signal from the source client equipment 53. Each of the first and second optical signals is then multiplexed via multiplexers 64, 82 with other optical signals, and transported over separate optical fibers to the optical network 76. (Column 3, lines 40-45; and column 4, lines 11-15.)

At the OLTs 94, 96 of the receiving sink node 52, these same two multiplexed signals are demultiplexed via demultiplexers 97, 110 to yield the first and second optical signals for output by way of transponders 99, 112 to a passive optical coupler 108 for transfer to the receiving client equipment 98. (Fig. 2B; column 4, lines 54-58; and column 5, lines 26-30.) In operation, if the transponder 99 of the first OLT 94 is transmitting the first optical signal properly, the transponder 112 of the second OLT 96 is prohibited from outputting the second optical signal,

and coupler 108 receives only the first optical signal from the transponder 99 of the first OLT 94. (Column 5, lines 46-51.) Conversely, if the transponder 99 of the first OLT 94 is not transmitting the first optical signal, the transponder 99 is inhibited from outputting the first optical signal so that the coupler 108 receives only the second optical signal from the transponder 112 of the second OLT 96 for transfer to the receiving client equipment 98. (Column 5, lines 51-57.)

As the first and second optical signals of Gerstel each possess the same frequency and are propagated throughout the optical communication system 50, Gerstel does not teach or suggest transferring communications to an optical network over a first wavelength, and responsive to a problem with the transfer, transferring the communications to the optical network *over a second optical wavelength instead of the first optical wavelength*, as provided for in claims 1 and 17. Further, Gerstel does not teach or suggest receiving the communications from the optical network over the second optical wavelength instead of the first optical wavelength in response to the problem with the transfer of the communications over the first optical wavelength, as set forth in claims 1 and 17.

The Office action appears to interpret column 1, lines 28-33, as indicating the transfer of a communication over a second wavelength instead of a first wavelength. (Page 3 of the Office action.) The Assignee respectfully disagrees with this interpretation of Gerstel. For one, that particular passage describes part of the operation of the prior-art optical telecommunication system of Fig. 1, which is not related to the system of Fig. 2 relied upon in the remainder of the rejection. Instead of protecting communications on a per-channel basis, as is done in the system of Fig. 2, the older system of Fig. 1 employs a working optical fiber 2 and a redundant optical fiber 4, each of which may carry the same WDM signal. One or the other of the fibers 2, 4 may be selected for receipt of the signals at a receiving node 8 by way of an optical switch 10. (Column 1, lines 16-50.) Thus, each of the wavelengths of that WDM system carries a different communication; protection is achieved at the fiber level by two fibers each carrying the same group of signals *at the same frequencies*. Accordingly, Gerstel does not teach or suggest the transfer of a communication over a second wavelength instead of a first wavelength in response to a problem in the transfer over the first wavelength, as provided for in claims 1 and 17.

The Office action also appears to rely on column 2, line 5, of Gerstel for the same premise. However, that passage merely indicates the presence of “first and second multiple

wavelength signals [i.e., WDM signals] on respective first and second light paths,” as described above in relation to Fig. 2 of Gerstel. (Column 2, lines 5 and 6.) Gerstel does not indicate there or anywhere else that communications transferred over a first optical wavelength are then transferred over a second optical wavelength instead of the first optical wavelength in response to a problem with the transfer over the first optical wavelength, as provided for in claims 1 and 17. As indicated above, Gerstel provides protection by providing copies of the same signal *at the same frequency* over different fibers.

Thus, based on the foregoing comments, the Assignee contends that claims 1 and 17 are allowable in view of Gerstel, and such indication is respectfully requested.

In addition, claims 2-16 depend from independent claim 1, and claims 18-32 depend from independent claim 17, thus incorporating the limitations of their corresponding independent claims. Thus, the Assignee asserts that claims 2-16 and 18-32 are allowable for at least the reasons given above in support of independent claims 1 and 17, and such indication is respectfully requested.

Therefore, in view of the foregoing discussion, the Assignee respectfully requests withdrawal of the 35 U.S.C. §§ 102 and 103 rejections of claims 1-32.

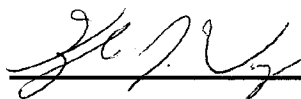
Conclusion

Based on the above remarks, the Assignee submits that claims 1-32 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-32.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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